

3-273AG83

No. **SEP 30 1983**

Date

Fee \$ 10.00

ICC Washington, D.C.

CHEMICAL BUSINESS CREDIT CORP.

Suite 1822

55 Water Street

New York, New York 10041

RECEIVED

SEP 30 12 11 PM '83

I.C.C.  
FEE OPERATION BR.

September 15, 1983

RECORDATION NO. 14033-E

SEP 30 1983 12 20 PM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

On behalf of Chemical Business Credit Corp., I enclose five original counterparts of the document described below to be recorded pursuant to section 11303 of title 49 of the United States Code:

Agreement and Reassignment dated as of September 15, 1983, a secondary document.

The primary document to which this document relates is a Conditional Sale Agreement dated as of May 15, 1983, which was recorded on June 2, 1983, at 11:35 a.m. and assigned recordation number 14033-B.

The names and addresses of the parties to the document are as follows:

Assignor  
Chemical Business Credit Corp.  
Suite 1822  
55 Water Street  
New York, New York 11041

Assignee  
ChemCredit Inc.  
Suite 1822  
55 Water Street  
New York, New York 10041

The equipment covered by the documents consists of nineteen diesel-electric locomotives, EMD model GP-40, bearing the road numbers of Missouri-Kansas-Texas Railroad Company 211 through 221 and 223 through 230, and four diesel-electric locomotives, EMD model GP-38, bearing the road numbers of Missouri-Kansas-Texas

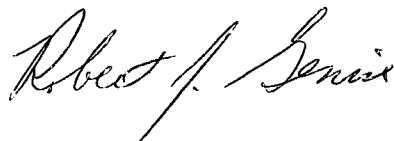
Railroad Company 300 through 303. Each such locomotive is marked with the legend "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

A short summary of the document to appear in the index follows:

Agreement and Reassignment dated as of September 15, 1983, reassigning the Conditional Sale Agreement with recordation number 14033-B, covering nineteen diesel-electric locomotives, EMD model GP-40, bearing the road numbers of Missouri-Kansas-Texas Railroad Company 211 through 221 and 223 through 230, and four diesel-electric locomotives, EMD model GP-38, bearing the road numbers of Missouri-Kansas-Texas Railroad Company 300 through 303.

A fee of \$10 is enclosed. Please return all counterparts not needed by the Commission for recordation, stamped to show recordation, to the undersigned at the above address.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert J. Senior".

AGREEMENT AND REASSIGNMENT dated as of September 5, 1983, between CHEMICAL BUSINESS CREDIT CORP., Delaware corporation (hereinafter called the Assignor), and CHEMCREDIT, INC., a New York corporation (hereinafter called the Assignee).

RECORDATION NO. 14033-E  
SEP 30 1983 12 32 PM  
INTERSTATE COMMERCE COMMISSION

WHEREAS Mercantile Trust Company, National Association (hereinafter called the Vendor), and CIS Rail Corporation (hereinafter called the Vendee) have entered into a conditional sale agreement dated as of May 15, 1983 (hereinafter called the Conditional Sale Agreement) covering the sale by the Vendor and the purchase by the Vendee of the railroad equipment described in Schedule A thereto (hereinafter called the Equipment);

WHEREAS, pursuant to the Agreement and Assignment dated as of May 15, 1983 (hereinafter called the Assignment) the Vendor has assigned its rights under the Conditional Sale Agreement to the Assignor; and

WHEREAS the Conditional Sale Agreement and the Assignment have been filed and recorded with the Interstate Commerce Commission pursuant to section 11303 of Title 49 of the United States Code on June 2, 1983, at 11:35 a.m., and assigned recordation numbers 14033-B and 14033-C, respectively.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The Assignor hereby assigns, transfers, and sets over to the Assignee, its successors and assigns:

(a) all of the right, title, and interest of the Assignor in and to each unit of the Equipment, and

(b) all of the Assignor's right, title, and interest in and to the Conditional Sale Agreement and the payments due and to become due thereunder, and all of the Assignor's rights, privileges, powers, and remedies under the Conditional Sale Agreement and the Assignment.

2. In furtherance of the foregoing assignment, the Assignor hereby authorizes the Assignee, in the Assignee's own name or in the name of and as attorney for the Assignor, to collect and receive all amounts to which the Assignee is or may be entitled under this assignment, and to enforce compliance by the Vendee with the terms and conditions of the Conditional Sale Agreement.

3. The Assignee may assign and reassign any or all of its rights under the Conditional Sale Agreement assigned to it hereby, including the right to receive the payments due or to become due from the Vendee thereunder. In the event of such assignment, the assignee thereof shall enjoy all of the rights

and privileges and be subject to the obligations of the Assignee hereunder.

4. This agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

5. Although this agreement is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth in the acknowledgments hereto annexed, and this agreement shall be effective on the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have each caused this assignment to be duly executed by their respective officers thereunto duly authorized:

CHEMICAL BUSINESS CREDIT CORP.

by Robert J. Genie  
Vice President

CHEMCREDIT, INC.

by Fred M. Mura  
Vice President

STATE OF NEW YORK )  
COUNTY OF Westchester ) SS.:

On this 15<sup>th</sup> day of September, 1983, before me personally appeared Robert Menise, to me personally known, who, by me being duly sworn, says that he is a Vice President of Chemical Business Credit Corp., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol Ann Spinella  
Notary Public

CAROL ANN SPINELLA  
Notary Public, State of New York  
Qualified in Westchester County  
No. 4748802  
Commission Expires March 30, 1985

STATE OF NEW YORK )  
COUNTY OF New York ) SS.:

On this 27 day of September, 1983, before me personally appeared Frank P. Puma, to me personally known, who, by me being duly sworn, says that he is a Vice President of ChemCredit, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Helen J. Burnette  
Notary Public

HELEN J. BURNETTE  
Notary Public, State of New York  
No. 41-5535200  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1984